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# OPERATION & MAINTENANCE AGREEMENT

This agreement is entered into between **Stanton Industries Inc.**

**hereinafter, referred to as Operator, and** Bud & Carrie Gulliver  
**hereinafter, referred to as Owners, on the day of** Jully 3, 2002 and  
will be recorded against the property which the Clearstream unit is installed.

Property Address:

13286 Signe Place \_\_\_\_\_

Mt Vernon, Wa. 98273 \_\_\_\_\_

Tax Parcel #: p 24472 \_\_\_\_\_

Legal Description: Sec 10 Twp 34N Range 02 \_\_\_\_\_

hereafter "the Property".

The dwelling unit(s) on the Property utilize(s) an alternative method of sewage treatment, a Clearstream mechanical aerobic treatment system The Clearstream unit is required to be monitored and maintained in accordance with regulations as stated in WAC 248~ 046 and the Skagit County Regulations \_\_\_\_\_

County Board of Health regulations Skagit County Wa . Removal, replacement or alteration to this system must be in compliance with all applicable current Regulations of Skagit County Health District and Department of Health regulations governing on-site sewage.

The owner(s) of the Property are responsible for all costs associated with monitoring and maintaining the Clearstream unit, And testing costs when applicable. The agency responsible for maintaining and monitoring the Clearstream unit in Skagit County is:

Agency/Distributor: Stanton Industries Inc.

Address: POB 361

Mt Vernon , Wa. 98273

Phone Number: (360) 679-7805 pager or (360) 661-2118 cell (360)419- 9589 office or  
John 360-661-2119

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The purpose of this agreement is to outline the responsibilities of OWNER and OPERATOR regarding the monitoring and maintenance of a Clearstream mechanical aerobic treatment system. AN OPERATION AND MAINTENANCE MANUAL HAS BEEN PRESENTED TO THE OWNER. The owner acknowledges receipt and understanding of the text of that agreement. Initials SJB.

When the Property is sold, the new OWNER(S) must be advised and assume the responsibility under this agreement. This agreement will become effective immediately after installation and continue for 2 years at a rate of \$200.00 per year, \$400.00 for the first 2 years payable in advance. The agreement year will commence on the first of the month following the month of installation. This agreement will automatically renewed yearly after two years, upon payment of preimum unless replaced by another Maintenance Agreement approved by the Local Health Department and the State Health Department, from an OPERATOR certified to operate the Clearstream unit. If this agreement is canceled, the operator will notify the Local Health Department within 10 days of said cancellation.

Operation and Maintenance is required for the life of the system

All polices required under this Agreement are to be in writing, and transmitted by U.S. Mail, express courier service, fax or hand-delivery. Written notices shall be deemed to be given upon dispatch.

Notices and other communications to the Skagit Health Dept. shall be transmitted to:

Skagit County Health Dept 700 South 2nd Street P.O.Box 91071  
Mt Vernon, Wa. 98273

Notices and other communications to the OWNER shall be transmitted to:

Bud & Carrie Golliver 13286 Signe Place  
Mt Vernon, Wa. 98273

Notices and other communications to the OPERATOR shall be transmitted to:

Stanton Ind. Inc., PO Box 361, Mt Vernon, Wa. 98273  
Phone Fax 360 419 9589 pager 360 679 7805 360-661-2118 John 360-661-2119

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#### Operators Duties

OPERATOR will conduct the initial inspection at the time of installation and another inspection at 6 weeks to ensure adequate treatment is being achieved. Required testing will be owners responsibility

And will be billed to owner

If applicable - chlorinating tablets will be checked , or to meet State/County minimum standard.

\$\$60.00\_\_\_ service charge & \$40.00 per hr. plus expenses for calls between normal service calls.

Routine maintenance and monitoring will continue every 6 months by the OPERATOR.

If Treatment Standard 1 treatment is required, fecal coliform/chlorine residual will be tested every 6 months or to meet State County requirements, testing will be at the owners expence.

Inspections of the system will comply with the attached Operation & Maintenance schedule. The OPERATOR will generate a performance report and deliver a copy of this report to the OWNER, Local County Health Department and the appropriate State Representative, and keep a copy on file at OPERATOR'S main office.

#### WARRANTY:

All Clearstream units Operation & Maintenance manuals include a warranty on all parts included in the unit, a copy of which as been given to the OWNER. Initials SSB Additional services not covered by the warranty are as follows.

1. All service call charges and costs of any replacement parts due to the OWNER(S) neglect and /or any other party(s) neglect and or abuse of the Clearstream unit. The minimum service all charge will \$60.00\_ and for every additional hour, the OWNER(S) will be charged \$40.00\_\_ an hour plus expenses and materials. This may vary and be subject to change upon notice from OPERATOR.
2. All labor charges for providing aeration to the Clearstream unit if the electricity is shut off. Labor charges for this will be the same as a service charge.
3. The costs of chlorinating supplies made available from OPERATOR will be the responsibility of the OWNER(S).
4. U-V Bulbs
5. Service charges are subject to reasonable increase upon written notice to OWNER.

#### OWNER(S) Responsibilities

1. Complying with the instructions of the Operation & Maintenance manual.
2. Notifying the OPERATOR or the OPERATOR'S designated agent immediately of any problems with the Clearstream unit. Particular attention must be given to any failure of the aeration pump.



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3. Keeping the sampling access ports free of obstructions at all times.
4. Granting OPERATOR and Health District Personnel access to the OWNER(S) property to service or inspect the Clearstream unit at ANY time.
5. Notifying OPERATOR when residence is sold or rented to new tenants.
6. Clearstream units # 500gpd , 750gpd , 1000gpd , 1500gpd.

Larger unit quote upon request

7. O&M will be \$200 per unit per year . First 2 years to be paid in advance . Billings starting at year 3 will be annually for the life of the system.



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JEFF HANSELL, AGENT FOR BUD + CARRIE GOLLIGER

owner

STATE OF WASHINGTON )

COUNTY OF ) SS

On this 9<sup>TH</sup> day of JULY 2002, before me, the undersigned, a

Notary Public in and for the State of Washington, duly commissioned and sworn,

personally appeared JEFF HANSELL to me known to be the

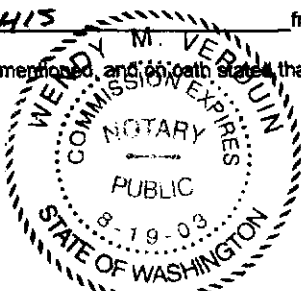
individuals described in and who executed the within and foregoing instrument, and

acknowledged that HIS signed the same as

HIS free and voluntary act and deed, for the

uses and purposes therein mentioned, and on oath stated that he/she was authorized to

execute said instrument



WITNESS MY HAND AND OFFICIAL SEAL THIS 9<sup>TH</sup> DAY OF JULY 2002

Wendy M. Verbin  
Notary Public in and for the State of Washington  
Residing at MT. VERNON

